

No. 11281

26th March 1863

LEASE

FROM

Hugh Allan Esquire

TO

Andrew Allan Esquire

On the *Twenty Sixth* day of the month of *March*
in the *Year* noon, of the year of our Lord one thousand eight hundred
and *Sixty three* Before the undersigned Public Notaries, duly com-
missioned and sworn in and for that part of the Province of Canada, which
heretofore constituted the Province of Lower Canada, residing in the City of
Montreal,

Personally Came and Appeared, *Hugh Allan*
Esquire of the City and district of
Montreal, Merchant
who declared to have let and leased, and by these presents do *tho* let and
lease, and promise to procure peaceable possession unto

Allan, Esquire of the same City of
Montreal Merchant *Andrew*

here present and accepting for *himself* for, during and until
the full end and term of *Three Years* to be accounted
and reckoned from and after the *first day of the month*
of May next to the *Thirtieth day*
of *April* of the year of our Lord one thousand eight
hundred and *Sixty Six* that is to say :

That two Story
dwelling house situate and forming
the corner of St Catherine and Alexander
streets in the Saint Lawrence ward of
the same City of Montreal with the land
outbuildings and Garden thereunto
attached enclosed in the following
limits, in front by Saint Catherine Street
in rear by *Street on one side*
by Saint Camille Street and on the
other side by Alexander Street being
the same premises now occupied
by the lessor

with the whole the said Lessee *is* content and satisfied, having seen and
viewed the same

The present lease is
thus made in manner aforesaid, and for and in consideration of the sum

of *One thousand dollars currency*
Per Annum during

during *these presents* which the said lessee do *th* hereby promise and agree to well and truly pay or cause to be paid to the said lessor *his* order or representatives, in and by equal and even *Quarterly* payments of

Two Hundred and fifty Dollars
Currency

each, the first payment whereof to become due and payable on *the thirty* *first day* of the month of *July* now next ensuing, and thus to continue as aforesaid during all *these* presents, at the expiration of each *Quarter*


Moreover to furnish the said *house* and premises with a sufficient quantity of Household Furniture or goods, to secure the payment of the said rent, to do all small repairs, *reparations locatives*, during the said term, and at the expiration of these presents to deliver the said *house* and premises in as good order, state and condition as when received, (reasonable tear and wear and accidents by fire excepted) without any notice whatsoever to that effect, to permit any *grosses reparations* to be made that may be necessary without claiming indemnity or damage, to pay the cost of the present lease, to cause the chimnies of said *house* to be regularly swept, (in compliance with the laws of the Corporation of this City) and to pay the costs thereof; to conform and submit *him* self to the regulations of Police established for the said City of Montreal; and not to sub-let the said and premises, nor any part thereof, to any person or persons whomsoever, without the consent of the said lessor or *his* representatives first had and obtained for that purpose in writing; and to permit any person or persons desirous of renting said premises to view and examine the same during the three months next preceeding expiration hereof; and during the period last aforesaid, to permit placards of notice of "house to let" to be affixed to said premises.

The said lessee *Andrew Allan* promises to pay the yearly taxes or assessments for and during the said term at whatever rate or amount, or for whatever purpose the same may be levied; gas, water, and all other taxes and assessments to the perfect exoneration of lessor.

The understanding being that the lessor shall be paid the rent without any diminution whatever.

The lessee shall also pay any and all extra premium of insurance levied in consequence of the business that may be carried on by *him*

It is specially and distinctly understood and agreed by and between the parties, that the furniture, goods, chattels and effects, of every kind and description belonging to the lessee shall be security for the payment of the rent for the entire term, and shall not be removed from the said leased premises until the rent for the whole term be paid, even if not due, any law, usage or custom to the contrary, notwithstanding, for without this condition the present lease would not have been made: nothing herein contained to be deemed or construed as comminatory or evasive, but of rigour.



And for the execution of these presents ; the said parties have elected their domicile, to wit, the said lessor at *his* present place of residence above mentioned, and the said lessee at and upon the above rented premises, at which places, &c., promising, &c., obliging, &c.

Done and passed at Montreal, aforesaid, in the office of JAMES SMITH, one of the said Notaries, on the day, month and year first written, under the number *Ten* thousand *two* hundred and

*And the said Parties have signed
these Presents with them in the presence
of us Notaries*

these presents having been first duly read in their presence.

Hugh Allan
Andrew Allan
R. M. Gray *J. M. Smith*